





CITY OF BOSTON
OFFICE OF THE MAYOR
CITY HALL, BOSTON

KEVIN H. WHITE
MAYOR

TO THE CITY COUNCIL

Gentlemen:

I transmit herewith and recommend that you approve a resolution concerning amendments to the Park Plaza Urban Renewal Plan and an order authorizing the execution of an amendment to the Cooperation Agreement by and between the City and the Boston Redevelopment Authority regarding said plan. These amendments basically reduce the size and scale of the proposed development so as to conform with the recommendations approved by the Department of Community Affairs on November 23, 1976.

It is hoped and expected that the approval of the proposed amendments together with the construction of a State Transportation Headquarters Building will expedite the optimal redevelopment of the Park Plaza Urban Renewal Area.

For your information and review, I am also enclosing herewith the following documents:

- (A.) The Resolution of the Boston Redevelopment Authority on May 12, 1977, adopting the proposed amendments to the Park Plaza Urban Renewal Plan and the Cooperation Agreement.
- (B.) A certificate from the Secretary of the Authority evidencing the adoption of said amendments.
- (C.) The Park Plaza Urban Renewal Plan, as amended.
- (D.) The Cooperation Agreement by and between the City and Authority dated January 6, 1972.
- (E.) A proposed amendment to said Cooperation Agreement.

I urge your speedy approval of this resolution.

Respectfully,

Kevin H. White
Mayor



CITY OF BOSTON

IN CITY COUNCIL

WHEREAS, the Boston Redevelopment Authority is undertaking the Park Plaza Urban Renewal Project pursuant to the Park Plaza Urban Renewal Plan adopted by the Authority on July 15, 1971, and approved by the City Council on December 6, 1971; and

WHEREAS, the Authority by vote of December 16, 1971, accepted and effected certain changes voted by the City Council in approving the Park Plaza Urban Renewal Plan; and

WHEREAS, the Mayor approved the Park Plaza Urban Renewal Plan, as previously approved by the City Council and the Authority, on December 22, 1971; and

WHEREAS, the Department of Community Affairs, after extensive citizen and governmental review, has given its approval of said urban renewal plan and has also approved certain further controls on development; and

WHEREAS, the Authority adopted on May 12, 1977, certain amendments to said urban renewal plan and to the Cooperation Agreement by and between the City and the Authority for the Park Plaza Urban Renewal Project, which agreement is dated January 6, 1972; and

WHEREAS, it is desirable and appropriate to make certain changes in said urban renewal plan and said agreement so as to conform to the approval of the Department of Community Affairs; and

WHEREAS, the amendments to said urban renewal plan are set forth in a Resolution of the Authority, dated May 12, 1977, which resolution has been submitted to the council by His Honor the Mayor for approval, together with copies of the following:

- (i) A certificate from the Secretary of the Authority evidencing the adoption of said amendments.
- (ii) The Park Plaza Urban Renewal Plan, as amended.
- (iii) The Cooperation Agreement between the City and the Authority, dated January 6, 1972.
- (iv) A proposed amendment to the Cooperation Agreement.

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CITY OF BOSTON
IN CITY COUNCIL

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

- (A.) That the amendments to the Park Plaza Urban Renewal Plan duly adopted by the Boston Redevelopment Authority by a resolution dated May 12, 1977, be and the same are hereby approved.
- (B.) That the City Clerk is hereby directed to file a copy of said resolution with the minutes of this meeting, and that the amendments set forth therein shall be conclusively deemed to be the official amendments to the Park Plaza Urban Renewal Plan.

CITY OF BOSTON

IN CITY COUNCIL

ORDERED: That the Mayor be and is hereby authorized to execute and deliver in the name and behalf of the City of Boston an agreement with the Boston Redevelopment Authority in substantially the following form:

CITY OF BOSTON

IN CITY COUNCIL

COOPERATION AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 ("Amendment") made as of this day of , 1977, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, (the "Authority") and the CITY OF BOSTON, a municipal corporation in the Commonwealth of Massachusetts, (the "City").

WITNESSETH:

WHEREAS, at the time of its approval of the Park Plaza Urban Renewal Plan (the "Plan"), the City Council approved and authorized the execution by the Mayor of that certain Cooperation Agreement between the Authority and the City dated January 6, 1972 (the "Cooperation Agreement");

WHEREAS, the citizen, governmental and environmental reviews that the Plan has undergone have resulted in certain recommendations with respect to the development proposed to be undertaken by the Authority;

WHEREAS, the Authority and the City wish to amend the Cooperation Agreement by adopting such recommendations:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the mutual benefits to be derived from this Amendment, the parties hereto hereby agree as follows:

1. The paragraph of the Cooperation Agreement beginning with the last sentence on Page 3 and ending on Page 4 is hereby deleted.

CITY OF BOSTON

IN CITY COUNCIL

2. The first sentence in paragraph 2 of the Cooperation Agreement is hereby amended by deleting the words "aforesaid public improvements" in the fourth line thereof and substituting the words "public improvements described in the Plan" in place thereof. The following is hereby added at the end of such paragraph 2: "The provisions of Chapter 859 of the Acts of 1975 shall be deemed to satisfy the foregoing conditions with respect to the completion of the first phase of the Project."

3. Paragraph 12 of the Cooperation Agreement is hereby deleted and the following substituted in place thereof:

"The Authority and the City acknowledge that Boston Urban Associates has deposited with the Authority the sum of One Hundred Thousand (\$100,000.00) Dollars. The Authority shall include a provision in any land disposition agreement executed by the Authority and Boston Urban Associates requiring Boston Urban Associates to deliver to the Authority a letter or letters of credit in the total sum of Four Hundred Thousand (\$400,000.00) Dollars when:

- (a) The Schematic Design for the Hotel Subparcel has been approved by the Authority, and
- (b) Chapter 121A determinations and approvals have been favorably obtained and are legally effective and the related Chapter 121A contract with the City has been duly executed, with respect to all appropriate elements to be developed on the Hotel Subparcel under Chapter 121A in accordance with the Land Disposition Agreement. Such sums deposited by Boston Urban Associates shall secure the acquisition by it of the Hotel Subparcel, and Four Hundred and Fifty Thousand (\$450,000.00) Dollars thereof may be applied by Boston Urban Associates toward the purchase of the Hotel Subparcel. The balance thereof may be applied toward the purchase price of the Arlington Street/Hadassah Way Subparcel."

4. Paragraphs 14 and 17 of the Cooperation Agreement are hereby deleted.

CITY OF BOSTON
IN CITY COUNCIL

5. Except as otherwise expressly set forth in this Amendment, the Cooperation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the City have executed this Amendment as of the day and year first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

Secretary

By _____

Approved as to form:

Charles J. Speleotis
Chief General Counsel

ATTEST:

CITY OF BOSTON

By _____
Mayor

Approved as to form:

Corporation Counsel

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY REGARDING
AN AMENDMENT TO THE PARK PLAZA URBAN RENEWAL PLAN
AND A CORRESPONDING AMENDMENT TO THE COOPERATION AGREEMENT
BY AND BETWEEN THE CITY OF BOSTON
AND THE BOSTON REDEVELOPMENT AUTHORITY
FOR THE PARK PLAZA URBAN RENEWAL PROJECT

WHEREAS, an Urban Renewal Plan for the Park Plaza Urban Renewal Area was adopted by the Boston Redevelopment Authority on July 15, 1971 and submitted to the Boston City Council thereafter; and

WHEREAS, the Boston City Council approved the Park Plaza Urban Renewal Plan by Vote of December 6, 1971; and

WHEREAS, the Boston Redevelopment Authority by Vote of December 16, 1971, accepted and effected certain changes voted by the City Council in approving the Park Plaza Urban Renewal Plan on December 6, 1971; and

WHEREAS, the Mayor of the City of Boston approved the Park Plaza Urban Renewal Plan, as previously approved by the City Council and the Boston Redevelopment Authority, on December 22, 1971; and

WHEREAS, the Department of Community Affairs has given its final approval of said Plan; and

WHEREAS, in light of the citizen, governmental and environmental reviews and further controls and recommendations with respect to the development proposed to be undertaken by the Authority, satisfactory to the Department, it is desirable to make certain changes in said Plan in conformity therewith; and

WHEREAS, in view thereof it is also desirable to make certain changes in the Cooperation Agreement between the City of Boston and the Boston Redevelopment Authority for Park Plaza Urban Renewal Project, which Agreement is dated January 6, 1972:

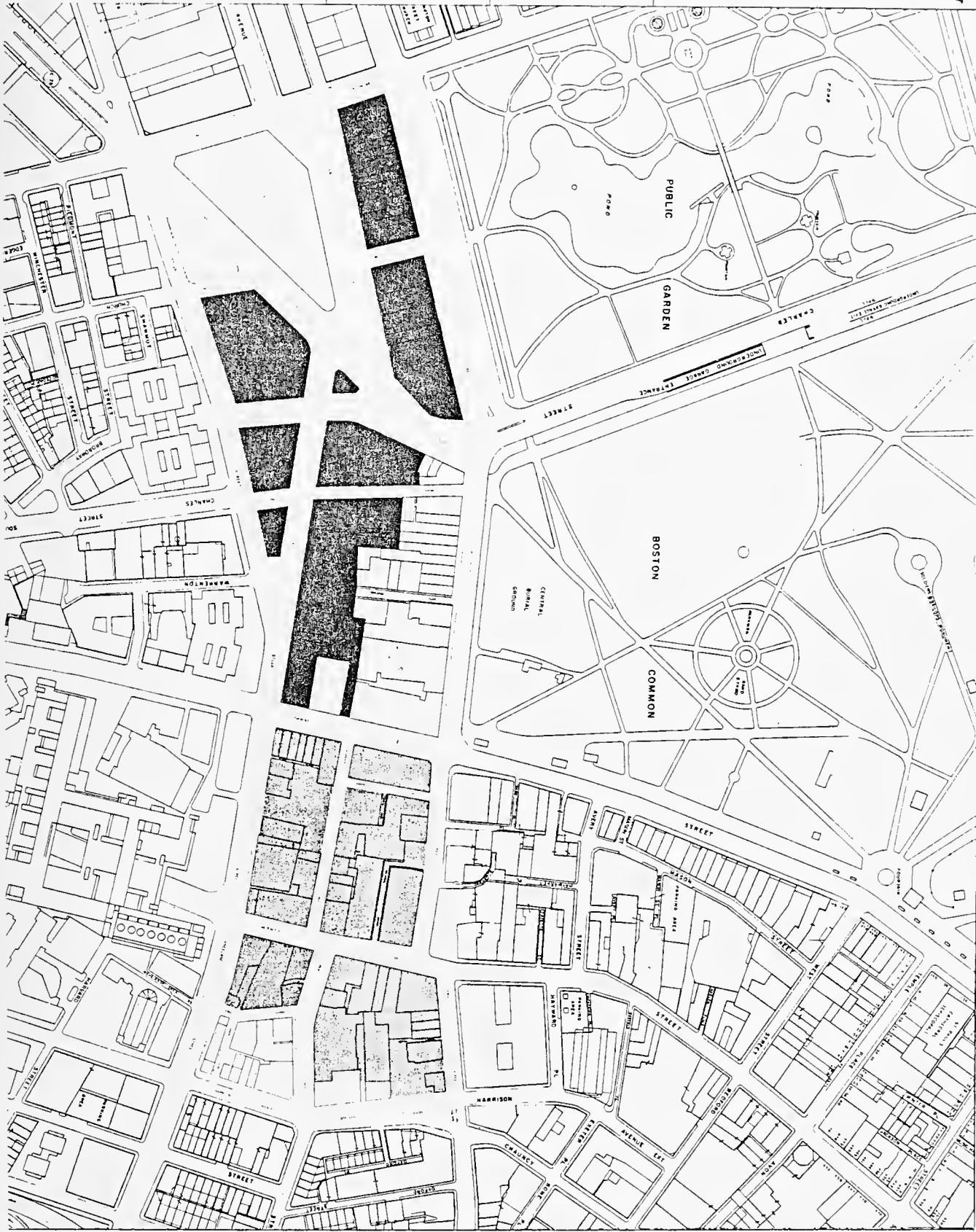
NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Park Plaza Urban Renewal Plan be and the same is hereby amended as follows:

- (i.) By deleting therefrom Maps No. 3 and 6 and by inserting in lieu thereof Maps 3 and 6, which maps have been revised so as to reflect those controls approved by the Department of Community Affairs, and which maps, as revised, are attached hereto.
- (ii.) By deleting therefrom Pages 17-21 and inserting in lieu thereof pages numbered 17, 18, 18A, 18B, 18C, 19, 20 and 21, which pages have been modified so as to reflect changes in use and dimensional controls which are consistent with the controls approved by the Department of Community Affairs and which substitute pages are attached hereto.
- (iii.) By deleting therefrom paragraph "b" of Section B(3) of said plan.
- (iv.) By deleting from Section C(4) the words "Project Improvements Report" and inserting in lieu thereof the words "Park Plaza Final Supplemental Environmental Impact Report".
- (v.) By inserting in Section G after the list of structures which are not to be demolished the words "and any other structures located on properties that are not designated for acquisition on Map 3. However, the Motor Mart Garage may be acquired and rehabilitated in accordance with the plan".
- (vi.) By deleting in its entirety the second sentence of Section I.
- (vii.) By deleting from the first sentence in Section J(2)(a) the words "of more than 2,000 dwelling units".
- (viii.) By deleting the last sentence of Section L(2)(b).
- (ix.) By adding to the first sentence of Section L(4)(c) after the phrase "In the event the total costs of relocation", the words "with respect to any parcel developed by Urban".

(x.) By deleting in its entirety the second paragraph in Section (M)(2).

2. That all other provisions of said Plan not inconsistent herewith be and are continued in full force and effect.
3. That the Cooperation Agreement between the City of Boston and Boston Redevelopment Authority for Park Plaza Urban Renewal Project executed January 6, 1972, be amended by making deletions and additions necessary to conform it with the Park Plaza Urban Renewal Plan approved by the Department of Community Affairs and the supporting documentation, which deletions and additions shall be substantially in the form of the document entitled "City of Boston In City Council, Cooperation Agreement, Amendment No. 1", which document is attached hereto.
4. That the Secretary is hereby authorized to file the aforesaid amendments to the Park Plaza Urban Renewal Plan with the minutes of this meeting and that said amendments shall be conclusively deemed to be the official amendments to the Park Plaza Urban Renewal Plan.
5. That the Director be and is hereby authorized to submit to the Mayor for his approval and submission to the City Council and the Massachusetts Department of Community Affairs for their respective approvals the Amendments to the Park Plaza Urban Renewal Plan and the Cooperation Agreement between the City of Boston and Boston Redevelopment Authority approved by this Authority on this day.
6. That the Director be and hereby is authorized to execute the aforementioned Amendment to the Cooperation Agreement on behalf of the Boston Redevelopment Authority and is further authorized to perform such other acts and sign such other instruments necessary to accomplish this purpose.
7. That all feasible measures have been taken to avoid or minimize damage to the environment.



Park Plaza
Urban Renewal Area

MAP NO. 3
LAND ACQUISITION MAP
REVISED JAN. 20, 1977

SCALE: 1" = 100' 0"

DATE: 1977

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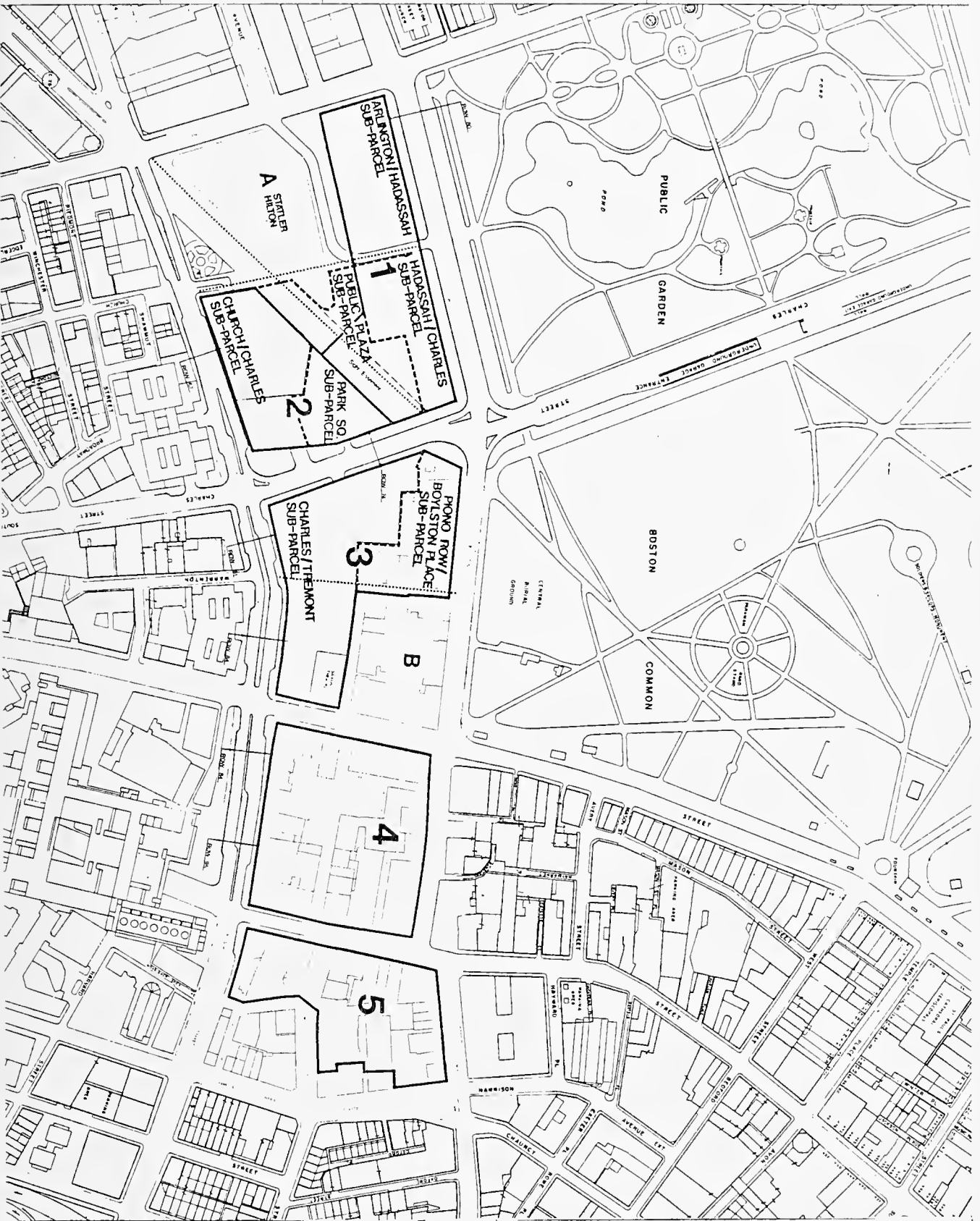
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LEGEND

- PARCEL BOUNDARIES
- PEDESTRIAN EASEMENT
- OTHER EASEMENT
- RIGHT OF WAY
- STREETS NOW & FUTURE

Park Plaza
Urban Renewal Area

MAP NO. 6
LAND DISPOSAL MAP

RECEIVED
SCALE 1" = 100.0'
JUN 20 1977
JUNE 1971

4. Land Use and Building Requirements for Disposition Parcels*

PARCEL 1

Arlington/Hadassah Subparcel of Parcel 1

Permitted Uses

Commercial, office, residential, hotel, entertainment, open space and cultural.

Parking permitted below grade only.

Height

85' maximum for 50' depth from property line along Boylston Street and 130' maximum on the remainder of the site.

Vehicular Access

No curb cuts are permitted if access for servicing or parking is provided and is feasible at subgrade from either the Plaza or Hadassah/Charles subparcels. If no such access is feasible then the necessary access and servicing shall be provided from the Providence Street area and in accordance with the provisions of Section F.2.c.(2) of this Plan.

Other Requirements

Forty-five foot pedestrian, vehicular and utility easement along the Hadassah Way alignment.

Direct linkage of peripheral arcades to those included within redevelopment of abutting parcel.

Provide weather protected connection from development to the Arlington Street subway. This connection shall link the station to the arcade system required around the grade level periphery of the redeveloped buildings.

Hadassah/Charles Subparcel of Parcel 1

Permitted Uses

Commercial, residential, hotel, entertainment, open space and cultural.

Parking permitted below grade only.

*The specific parcels described in this section are shown by number on the Land Disposal Map (Map No. 6)



Height

130' maximum for 75' depth from property line along Boylston Street to Hadassah Way and 155' maximum on remainder of site.

Vehicular Access

Possible hotel drop-off along or from Boylston Street or Hadassah Way. No additional curb cuts or access shall be permitted if adequate access for servicing or parking is provided at subgrade from other parcels. If no such access is provided, then the necessary access and servicing shall be provided from Providence Street and/or Hadassah Way in accordance with the provisions of Section F.2.c.(2). All efforts shall be made to avoid any curb cut along Charles Street, although such action will be considered in the event it is the only feasible means of providing the necessary service.

PARCEL 2

Park Square Subparcel of Parcel 2

Permitted Uses

Commercial, residential, office, hotel, entertainment, open space, cultural and parking.

Height

300' maximum for residential use, 250' for office use, and 125' for parking.

Vehicular Access

If no access can be linked to and combined with abutting subparcels, then access to servicing shall be provided from Charles Street in accordance with the provisions of Section F.2.c.(2).

Church/Charles Subparcel of Parcel 2

Permitted Uses

Commercial, residential, office, hotel, entertainment, open space, cultural and parking.



Height

125' maximum.

Vehicular Access

From Stuart and Charles Street, but not within 40' of an intersection. Access to be linked and combined with abutting subparcel and Statler Hilton access and also with any subgrade service access serving the project area or a portion thereof.

Other Requirements

Every reasonable effort shall be made to include a car rental agency in the first floor of any redevelopment on this parcel.

PARCEL 3

Charles/Tremont Subparcel of Parcel 3

Permitted Uses

Commercial, residential, office, hotel, entertainment, open space, cultural and parking.

Every effort should be made to retain the existing Saxon Theater. If the Saxon Theater should be acquired and demolished, a replacement facility of its kind shall be provided in the new development and the existing facade retained. Parking permitted below grade only.

Height

145' maximum except for:

- 100' maximum north of a line 50' south of and parallel to the southern boundary of Townsend Place and its projection, or if the development should directly abut the 2 Park Square building, the 100' height may be from the southern boundary of Townsend Place and its projection.
- Every effort shall be made to respect the 125' cornice line along Tremont Street.

Vehicular Access

From Allen's Alley, Stuart Street and Charles Street, but not within 40' of an intersection.

Other Requirements

Pedestrian easement along the Boylston Place/Warrenton Street alignment and with a minimum width of 45'.

A significant area of public open space which shall be designed in such a way to obviate any adverse environmental effects such as constant shadowing. This space shall be contiguous with the Boylston Place/Warrenton Street easement and shall be connected by a pedestrian easement to New Charles Street.

Every effort shall be made to:

- (1) Investigate the possibility of coordinating construction with a utilities tunnel in Stuart Street which could include a common party wall and access through redevelopment basement.
- (2) Allow for possible subway easement along Stuart Street.
- (3) Make available a proportion of the available parking spaces to be constructed for evening use of theater patrons.
- (4) Make allowances for express and turnpike bus waiting areas abutting Stuart Street; should such buses be provided, pull-off space could be within the neckdown lane of Stuart Street.

Piano Row/Boylston Place Subparcel of Parcel 3

Permitted Uses

Commercial, residential, office, hotel, entertainment, open space and cultural.

Height

125' maximum north of a line parallel to and 140' from the Boylston Street property line. 35' maximum for remainder of parcel.

Vehicular Access

No curb cuts are permitted if access for servicing or parking is provided at subgrade from other parcels. If no such access is provided, then the necessary access and servicing shall be provided from Charles Street but not within 40' of an intersection and in accordance with the provisions of Section F.2.c.(2).

Other Requirements

45' pedestrian easement along the Boylston Place alignment.

PARCEL 4

In accordance with the requirements of the final approval of the Massachusetts Department of Community Affairs, dated November 23, 1976, an environmental impact report, including building mass, use and location study, will be prepared prior to commencement of development on Parcels 4 and 5.

Permitted Uses

Commercial, Residential, Office, Hotel, Entertainment, Open Space, and Cultural.

No parking required.

Height

No major structure above 125' at the corner of Boylston and Tremont Streets; 650' maximum on remainder of site.

F.A.R.

15.

(A bonus of up to 17 F.A.R. may be permitted if certain desired cultural facilities are provided in the development.)

Vehicular Access

From Washington and Stuart Streets, but not within 50' of any intersection.

Other Requirements

Pedestrian easements through Parcel 4 from Tremont Street to Washington Street and from the northeast and northwest corners to the center of Parcel 4.

Pedestrian connections to Boylston and Essex Subway Stations.

PARCEL 5

Permitted Uses

Commercial, Office, Residential, Hotel, Entertainment,
and Parking.

Height

450' maximum.

F.A.R.

15.

Vehicular Access

From Beach, Essex, and Knapp Streets and Harrison
Avenue.

Other Requirements

Pedestrian easement at grade along existing Beach Street
r.o.w. within Parcel 5.

Pedestrian connections to Essex Subway Station.

PARCEL A

Parcels A and B are not within the area for public
acquisition. These controls apply to any redevelopment
of these sites whether assembled by abutters or other
parties. If Parcel A or B is subdivided or redeveloped
in stages, the controls apply to any and all portions
of the site. If the Colonial Theatre is to be demolished,
a replacement facility of its kind must be provided in
the new development or in a location acceptable to the
Boston Redevelopment Authority.

Permitted Uses

Commercial, Hotel, Office, Residential, Entertainment,
Cultural, Open Space, and Parking.

Height

300' maximum.

Vehicular Access

From Arlington, Providence, Hadassah and Stuart Streets, but not within 40' of an intersection. Any service roads between Arlington and Stuart Streets are to be so designed as not to allow a public vehicular throughway.

Hotel drop-off shall be from Providence and Stuart Streets. A maximum of two curb cuts (one entry and one exit) shall be permitted from each street and one curb cut from Arlington Street. No curb cut shall be permitted within 40' of an intersection.

No drop-offs shall be permitted along the curbs of Arlington and Stuart Streets unless the above provisions are shown to be clearly infeasible.

Servicing shall be at subgrade.

Other Requirements

45' pedestrian easement along the Church/Hadassah Street alignment.

PARCEL B

Parcels A and B are not within the area for public acquisition. These controls apply to any redevelopment of these sites whether assembled by abutters or other parties. If Parcel A or B is subdivided or redeveloped in stages, the controls apply to any and all portions of the site. If the Colonial Theatre is to be demolished, a replacement facility of its kind must be provided in the new development or in a location acceptable to the Boston Redevelopment Authority.

Permitted Uses

Commercial, Residential, Office, Hotel, Entertainment, Cultural, and Open Space.

Height

125' maximum.

F.A.R.

10

Vehicular Access

Through Parcel 3 or, if that cannot be achieved,
from Tremont Street.

Other Requirements

Access to the Boylston Subway Station complex.

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on May 12, 1977 and duly recorded in this office:

Copies of a memorandum dated May 12, 1977 were distributed re Park Plaza Urban Renewal Plan, attached to which were copies of a Resolution, Amendment No. 1 to the Cooperation Agreement with the City Council; a Land Acquisition Map Revised January 20, 1977; and a Land Disposal Map Revised January 20, 1977.

A Resolution entitled "Resolution of the Boston Redevelopment Authority Regarding an Amendment to the Park Plaza Urban Renewal Plan and a Corresponding Amendment to the Cooperation Agreement by and between the City of Boston and the Boston Redevelopment Authority for the Park Plaza Urban Renewal Project" was introduced, read and considered.

On motion duly made and seconded, it was unanimously

VOTED: to adopt the Resolution as read and considered.

The aforementioned Resolution and Amendment No. 1 is filed in the Document Book of the Authority as Document No. 3470.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Resolution and Amendment No. 1 to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Robert F. Walsh is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this twenty-fourth day of May, 1977.

LS

BOSTON REDEVELOPMENT AUTHORITY

By Klaus J. J. J.
Secretary

CITY OF BOSTON

IN CITY COUNCIL

ORDERED: That the Mayor of the City of Boston be, and he hereby is, authorized and empowered to execute and deliver in the name and behalf of the City of Boston an agreement with the Boston Redevelopment Authority in substantially the following form:

COOPERATION AGREEMENT

between

BOSTON REDEVELOPMENT AUTHORITY

and

CITY OF BOSTON

for

PARK PLAZA URBAN RENEWAL PROJECT

THIS AGREEMENT made this 6th day of January, 1972, by and between the BOSTON REDEVELOPMENT AUTHORITY, herein called the "Authority", a public body politic and corporate duly organized and now existing under Chapter 121B of the General Laws of Massachusetts, and the CITY OF BOSTON, herein called the "City", a municipal corporation in the Commonwealth of Massachusetts,

WITNESSETH THAT

WHEREAS an order passed by the City Council of the City on December 6, 1971, and approved by the Mayor of the City on December 22, 1971, has approved an Urban Renewal Plan, herein called the Plan, adopted by the Authority for the Park Plaza Urban Renewal Project, herein called the "Project", in that area of the City of Boston, herein called the "Project Area", bounded and described as follows:

Beginning at the intersection of the southerly sideline of Beach Street and the easterly sideline of Knapp Street;

Thence running in a generally southerly direction along said easterly sideline of Knapp Street to a point, said point being the intersection of the centerline of Kneeland Street and the easterly sideline of Knapp Street extended thereto;

Thence turning and running in a generally westerly direction along the centerlines of Kneeland Street and Stuart Street to a point, said point being the intersection of the

centerline of Stuart Street and the westerly sideline of Arlington Street;

Thence turning and running in a generally northerly direction along said westerly sideline of Arlington Street to a point, said point being the intersection of the westerly sideline of Arlington Street and the northerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Boylston Street to a point, said point being the intersection of the northerly sideline of Boylston Street and the westerly sideline of Bumstead Court;

Thence turning and running in a generally southerly direction across Boylston Street along an extension of said westerly sideline of Bumstead Court to a point in the southerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said southerly sideline of Boylston Street to a point, said point being the intersection of the easterly sideline of Washington Street and the southerly sideline of Boylston Street extended thereto;

Thence turning and running in a generally northerly direction along said easterly sideline of Washington Street to a point, said point being the intersection of the easterly sideline of Washington Street and the northerly sideline of Essex Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Essex Street (past Harrison Avenue Extension) to a point, said point being the intersection of the northerly sideline of Essex Street and the easterly sideline of Harrison Avenue extended thereto;

Thence turning and running in a generally southerly direction along said easterly sideline of Harrison Avenue to a point, said point being the intersection of the easterly sideline of Harrison Avenue and the northerly property line of 19-25 Harrison Avenue extended thereto;

Thence turning and running in a generally westerly direction across Harrison Avenue along said extension of the northerly property line of 19-25 Harrison Avenue to a point in the westerly sideline of Harrison Avenue;

Thence turning and running in a generally southerly direction along said westerly sideline of Harrison Avenue to a point, said point being the intersection of the westerly sideline of Harrison Avenue and the northerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said northerly sideline of Beach Street to a point, said point being the intersection of the northerly sideline of Beach Street and the westerly property line of 27-39 Harrison Avenue;

Thence turning and running in a generally southerly direction across Beach Street along an extension of said westerly property line of 27-39 Harrison Avenue to a point in the southerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said southerly sideline of Beach Street to the point of beginning, said point being the intersection of the southerly sideline of Beach Street and the easterly sideline of Knapp Street;

Excluding, however, the structures at 19-25 Harrison Avenue and 27-39 Harrison Avenue.

AND WHEREAS the Plan provides for the acquisition of the land in the Project Area, the demolition of the structures thereon, the construction of certain public improvements, and the disposition of the land in the Project Area for uses in accordance with the Plan;

AND WHEREAS the public improvements to be constructed by the Authority in the Project Area are as follows:

DESCRIPTION OF WORKESTIMATED COST

Rebuilding of Arlington Street (between Boylston and Stuart)	\$ 245,650
Rebuilding southerly half of Boylston Street (between Arlington and New Charles	593,900
Resurfacing of Boylston Street (between New Charles and Tremont	
Rebuilding of Church Street (between Columbus and Stuart)	24,750
Rebuilding of Columbus Avenue (between Stuart and Church)	285,000
Construction of New Charles Street (between Boylston and Stuart)	
including \$4,339,850 for acquisition of land and demolition of buildings and \$338,300 for construction of streets	4,678,150
Rebuilding of Providence Street (between Arlington and Providence Street Extension)	175,100
Construction of New Providence Street Extension (between Providence and Stuart)	139,900
Rebuilding of Stuart Street (between Arlington and Tremont)	599,250
Resurfacing of Tremont Street (between Boylston and Stuart)	58,300

including street lighting, high-service water system, low-service water system, high pressure fire system, surface drainage system, sanitary sewer system, traffic control system, street traffic and directional signs, and police signal and fire alarm systems, substantially as described in the Project Improvements Report.

AND WHEREAS the Authority is in need of financial assistance to defray such part of the acquisition and development costs of the Project as will not be met by loans through such other sources;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the City hereby agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and as funds become available will commence and carry out each successive phase of the Project as expeditiously as possible,

consistent with the development schedule annexed hereto marked Schedule A. Such schedule may not be materially changed except with the approval of the Authority. Written notice of such change shall be sent to the City Council within one week of its adoption by the Authority.

As soon as construction begins on A-1, the Authority will immediately advertise for the redevelopment of Parcels D & E. Unless the Authority shall have selected a Developer for Parcels D & E within 3 years from the date of approval of this plan, parcels D & E shall no longer be considered to be part of the Park Plaza Project Area.

2. The City will provide, through grants-in-aid to the Authority pursuant to G.L. c. 121B, s. 20, \$6.8 million and such other sums as may be voted on by the City Council for the construction of the aforesaid public improvements to be constructed by the Authority, including the acquisition of the land therefor and the demolition of structures thereon. The City agrees to make, from time to time, upon demand of the Authority, payments to the Authority on account of the City's obligation under this paragraph, provided no such payments shall be made by the City to the Authority until:

(a) The Authority has received funds or security therefor other than the funds to be made available by the City covering land acquisition and relocation costs for the next scheduled phase of the Project, in amounts (and in the case of security, in form) satisfactory to the Authority; and

(b) A commitment on terms and conditions satisfactory to the Authority has been secured for the financing of demolition and construction of the next scheduled phase of the Project.

3. Upon receipt of appropriate monies from the City pursuant to paragraph 2 hereof, the Authority will commence, and thereafter diligently prosecute to completion, consistent with the Schedule A annexed hereto, construction of the aforesaid public improvements, including the acquisition of land therefor and the demolition of any structures on such land. The cost of such acquisition and demolition shall be pro-rated over the total area so acquired on a per-square-foot basis; and the City shall be reimbursed by the Authority, or its obligation to the Authority under paragraph 2 hereof reduced, on such basis for all land so acquired and not included within the limits of such public improvements but sold by the Authority for uses in accordance with the Plan.

4. The City shall convey to the Authority for a price equal to the fair market value thereof such property owned by the City as is stated in Section D of the Plan to be acquired by the Authority when such amount is paid by the Authority to the City.

5. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way as may be necessary in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages paid to others under Chapter 79

any such vacating or laying out.

6. The City, acting by its Mayor, will recommend to the proper board or officer such action as may be necessary to waive, change or modify, to the extent necessary and possible under the laws as they then exist, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

7. The Authority shall require the developer to be entirely responsible for the payment of real estate taxes against the property in the Project Area, and for payments in lieu of taxes on account of property in the Project Area which may be exempt from taxation by reason of the Authority's ownership, in amounts determined by the City, equal to the amount which would have been payable, in the aggregate, as real estate taxes if the property were not exempt from taxation and fee title thereto was held by the developer; provided, however, that no tax or payment in lieu of taxes shall be assessed or due upon public streets and public improvements after the acquisition of such property by the Authority.

8. On July first in each calendar year beginning with the fourteenth calendar year after the calendar year in which construction of Stage I of the Project commences, the Authority, whether or not anything is payable in such year to the City under paragraph 7. and in addition to anything so payable, shall pay the City such sums of money as may be received by the Authority under an agreement between the Authority and the developer of Stage I wherein such developer agrees to aid in defraying the cost of public improvements in the Project Area.

9. Every public improvement constructed by the Authority hereunder and every other improvement constructed in the Project Area, shall be available to and serve all persons without regard to race, color, sex, religion or national origin.

10. The Authority shall not lease any property in the Project Area for a term longer than two years.

11. Any land disposition agreement entered into by the Authority for land in the Project Area shall provide, in a fashion satisfactory to the Authority:

(a) That the redeveloper and the Authority shall each waive any so-called third-party beneficiary defense to an action brought by the City to enforce any provision in such agreement;

(b) That the developer will diligently prosecute to completion each successive phase of the project, consistent with Schedule A annexed hereto, subject to causes beyond the redeveloper's reasonable control;

(c) That if the redeveloper shall fail to perform in accordance with any of its obligations under a land disposition agreement, those portions of the project area covered by such land disposition agreement, shall revert to the Authority, subject, however

to the rights of any mortgagee to proceed to perform the obligations of the redeveloper and avoid reversion, or to preserve the mortgage lien as a prior claim on land which may so revert; and

(d) That if the Authority shall issue bonds in order to assist in the financing of any part of the project, neither the City nor the Authority shall have liability to pay the indebtedness evidenced by the bonds, or any of them, under any circumstance.

(e) That the redeveloper shall require as to any parking facility operated within the Project Area that the rates charged to daily commuters who live and work outside the Project Area shall be, on an hourly basis, at least double the rates charged to persons parking there for four hours or less.

12. The Master Land Disposition Agreement to be executed by the Authority and the redevelopers of Parcels 1, 2, and 3 of the Project Area shall contain a clause obligating such redevelopers to deposit with the Authority either in the form of cash or a Letter of Credit in a form, on conditions, and from a bank acceptable to the Director of the Authority the sum of \$500,000 in total at the time the Land Disposition Agreement is executed. It will further obligate the redeveloper after completion of Stages A and B further to increase such deposit by an additional \$500,000 by means of an unconditional Letter of Credit, in form and from a bank acceptable to the Authority. Such additional \$500,000 shall, however, be reduced from time to time by:

(a) All legal and appraisal costs for which the Redeveloper is responsible, and

(b) All other payments to be made by the Redeveloper to the Boston Redevelopment Authority to reimburse the Authority for out-of-pocket costs and expenses in connection with the project.

The deposit shall be reduced to \$500,000 in total upon the start of construction of Stage E.

13. Within one year of the date hereof the City shall have caused appraisals to be made of each of the properties in Disposition Parcels 4 and 5 (Stage II). Such appraisals shall establish the value of each such property as of the date hereof and shall be made at the initial expense of the City; provided that the City shall be reimbursed for such expense by the person or persons selected to develop such parcels within thirty (30) days after execution by him or them of a land disposition agreement. Any land disposition agreement entered into by the Authority for land in the Project Area, shall provide in a fashion satisfactory to the Authority that no land shall be acquired by the Authority or the redeveloper in Disposition Parcels 4 or 5, whether by purchase or eminent domain, at less than the sum at which it will have been appraised on behalf of the City, except that nothing in this section shall be construed to require the City or Authority or developer to make payments in excess of fair market value at the time of the taking unless the owner has made every effort to maintain the highest use of his property.

14. (a) The Authority agrees that it shall require the Developer, within 90 days after Stage E has become available for development, to make applications to the Federal Housing Authority (FHA), the Massachusetts Housing Finance Agency (MHFA) and the Boston Housing Authority (BHA) in order to secure the financing and subsidies necessary for housing for the elderly, under the appropriate programs of these agencies.

(b) The Authority further agrees that it shall require the Developer to actively pursue said applications and that failure on the part of the Developer to actively pursue said applications shall constitute a default of the Developer's obligations.

15. The Authority will itself, or through a redeveloper, reimburse residents and businesses relocated from the project area for relocation payments in the amount provided under then current federal relocation rules. The redeveloper will provide such funds, as are required to defray the costs established by federal relocation rules prevailing at the time the Authority first sought bids for the Project, plus 50% of any sums in addition thereto resulting from payment of benefits under federal regulations in effect when such relocations occur. The City will provide the other 50% of such additional sums.

16. Where the Authority, in its own discretion, shall determine that there is a bona fide hardship in the case of any resident or business to be taken within the project area, the Authority, with the approval of the developer, shall arrange for the early acquisition of said resident's or business' property. The Authority shall, where necessary, require any developer to provide the funds necessary for such early acquisition in advance of such time as such funds would otherwise be required under the provisions of any land disposition agreement or other agreement with said developer.

17. It is the specific intent of the City Council that each of the approvals given by the City Council in its final vote adopting this Cooperation Agreement is conditioned on acceptance by the Authority of all of the changes voted by the City Council, whether in approving or amending the report of the Committee on Urban Development. If any of such changes are not effected by the Authority or Urban, all approvals herein given are specifically nullified and invalidated. Should the Authority find any changes unacceptable, it must resubmit the Plan for City Council approval with written notice of such part or parts as are found unacceptable and such changes as are recommended for City Council action.

IN WITNESS WHEREOF the Authority and the City have respectively caused this Agreement to be duly executed on the day and year first above written.

ATTEST:

CITY OF BOSTON

Joseph M. Dunlea
Joseph M. Dunlea, City Clerk

By Kevin H. White
Kevin H. White, Mayor

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

Robert T. Kenney
Robert T. Kenney, Director

Approved as to form:

Herbert P. Gleason
Herbert P. Gleason, Corporation
Counsel

Approved as to form:

John C. Conley
John C. Conley, General Counsel

SCHEDULE A

DEVELOPMENT SCHEDULE FOR THE VARIOUS STAGES OF PARK PLAZA

Stage A - Hotel and Parking Garage (Parcel 2)

Substantial construction shall commence not later than four (4) months after land is cleared and streets and utilities are available to permit construction to commence, it being understood that financing will be available and that land acquisition can be started three (3) months after approval of the Schematic Design. It is hoped that land will be available by late spring or early summer of 1972.

(18 mos.) Stage B - First Residential Tower and First Portion of Retail Arcade (Parcel 1, between Charles Street and Hadassah Way).

Construction is to commence approximately six (6) months following commencement of construction on Stage A but in no event later than eighteen (18) months following commencement of construction on Stage A. Stage B and Stage A are interchangeable as to time.

(30 mos.) Stage C - Retail Arcade and Low Rise Office Space (Parcel 1, between Hadassah Way and Arlington Street).

Construction is to commence approximately eighteen (18) months following commencement of construction on Stage A but in no event later than thirty (30) months following commencement of construction on Stage A.

(72 mos.) Stage D - Residential Tower (western portion of Parcel 3).

Construction is to commence approximately thirty-six (36) months following commencement of construction on Stage A but in no event later than seventy-two (72) months following commencement of construction on Stage A.

(84 mos.) Stage E - Third Residential Tower (eastern portion of Parcel 3, to include low-to-moderate-income housing for the elderly if subsidized financing for the same can be secured).

Construction is to commence approximately forty-eight (48) months following commencement of construction on Stage A but in no event later than eighty-four (84) months following commencement of construction on Stage A.

Stage F - Office Tower (Parcel 1, corner of Arlington and Boylston Streets).

Construction is to commence no later than eighty-four (84) months following commencement of construction on Stage A.

CITY OF BOSTON
IN CITY COUNCIL
COOPERATION AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 ("Amendment") made as of this day of , 1977 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, (the "Authority") and the CITY OF BOSTON, a municipal corporation in the Commonwealth of Massachusetts, (the "City").

W I T N E S S E T H:

WHEREAS, at the time of its approval of the Park Plaza Urban Renewal Plan (the "Plan"), the City Council approved and authorized the execution by the Mayor of that certain Cooperation Agreement between the Authority and the City dated January 6, 1972 (the "Cooperation Agreement");

WHEREAS, the citizen, governmental and environmental reviews that the Plan has undergone have resulted in certain recommendations with respect to the development proposed to be undertaken by the Authority;

WHEREAS, the Authority and the City wish to amend the Cooperation Agreement by adopting such recommendations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the mutual benefits to be derived from this Amendment, the parties hereto hereby agree as follows:

1. The paragraph of the Cooperation Agreement beginning with the last sentence on page 3 and ending on page 4 is hereby deleted.

2. The first sentence in paragraph 2 of the Cooperation Agreement is hereby amended by deleting the words "aforesaid public improvements" in the fourth line thereof and substituting the words "public improvements described in the Plan" in place thereof. The following is hereby added at the end of such paragraph 2: "The provisions of Chapter 859 of the Acts of 1975 shall be deemed to satisfy the foregoing conditions with respect to the completion of the first phase of the Project."

3. Paragraph 12 of the Cooperation Agreement is hereby deleted and the following substituted in place thereof:

"The Authority and the City acknowledge that Boston Urban Associates has deposited with the Authority the sum of One Hundred Thousand Dollars (\$100,000). The Authority shall include a provision in any land disposition agreement executed by the Authority and Boston Urban Associates requiring Boston Urban Associates to deliver to the Authority a letter or letters of credit in the total sum of Four Hundred Thousand Dollars (\$400,000) when:

- (a) the Schematic Design for the Hotel Subparcel has been approved by the Authority, and
- (b) Chapter 121A determinations and approvals have been favorably obtained and are legally effective and the related Chapter 121A contract with the City has been duly executed, with respect to all appropriate elements to be developed on the Hotel Subparcel under Chapter 121A in accordance with the Land Disposition Agreement.

Such sums deposited by Boston Urban Associates shall secure the acquisition by it of the Hotel Subparcel, and Four Hundred and Fifty Thousand Dollars (\$450,000) thereof may be applied by Boston Urban Associates toward the purchase of the Hotel Subparcel. The balance thereof may be applied toward the purchase price of the Arlington Street/Hadassah Way Subparcel."

4. Paragraphs 14 and 17 of the Cooperation Agreement are hereby deleted.

5. Except as otherwise expressly set forth in this Amendment, the Cooperation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the City have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF BOSTON

By _____
Kevin H. White, Mayor

Approved as to legal form:

Herbert P. Gleason,
Corporation Counsel

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert F. Walsh, Director

Approved as to legal form:

Charles J. Speleotis,
Chief General Counsel

Park Plaza
B65R.UR
1977

AUTHOR

Park Plaza Urban Renewal Pla

TITLE

DATE LOANED	BORROWER'S NAME
9/11/21	124715D-ES 9241

